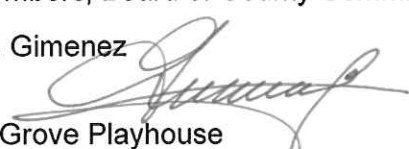


Memorandum



Date: November 8, 2012

To: Honorable Joe A. Martinez, Chairman
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Coconut Grove Playhouse

This report is being provided as an update on our efforts to help resolve the issues regarding the Coconut Grove Playhouse, a status report on the current situation, and preliminary outlook on options to return great regional theater to our community. The following summary is followed by a detailed account regarding each of these items:

- In spite of the significant progress made in helping to resolve issues between entities and individuals with encumbrances affecting the title of the Coconut Grove Playhouse property and the Playhouse's board of directors, an agreement between Aries Development Corporation and the Playhouse's board was not achieved.
- The State of Florida exercised the reverter provision in the Coconut Grove Playhouse property deed and now owns the property again, effective October 12, 2012.
- The County is in communication with the Florida Department of Environmental Protection ("DEP") regarding its plans for the property and understand that it intends to offer the property pursuant to what the DEP says is the "order" required by state law (i.e., first to a state university, college or agency; if there is no interest, then for sale for its appraised value to the County; if the County is not interested, for sale for its appraised value to the City).
- The County is committed to continuing our work to return great regional theater to our community and to collaborate with GableStage, one of our community's preeminent theater companies, to accomplish this primary goal.

We remain interested in acquiring the Coconut Grove Playhouse property for developing a regional theater with the following prerequisites: 1) the title is free and clear of all liens and encumbrances; 2) there is no cost to the County for the acquisition from the State other than closing expenses; and 3) there are no revenue sharing conditions imposed on the County and/or the non-profit theater company that will operate the Playhouse in order to be able to utilize these revenues to ensure the theater's operational and programming viability for the benefit of the public.

Update on Efforts to Resolve Issues Regarding the Coconut Grove Playhouse

In the April 9, 2012 memorandum to the Board of County Commissioners (Board) (attached), significant progress was reported on the County's efforts to serve as a "friendly broker" to help resolve issues between entities and individuals with encumbrances on the title of the Coconut Grove Playhouse property ("Interested Parties") and the Playhouse's board of directors. As directed by the Board, the goal of this work was to help the Playhouse's board reach fair and substantiated settlements that would enable the property to be conveyed to the County with the prerequisite clear title. We were prepared to submit an action item to the Board to purchase the property from the Coconut Grove Playhouse for less than fair market value with the explicit understanding that the funding allocated for purchase would be used by the Playhouse's board to resolve all of the title encumbrances. Throughout, we have worked closely with District 7 Commissioner Xavier Suarez and want to acknowledge his support and strong commitment to help achieve the Board's

direction of acquiring the property and to re-establishing outstanding regional theater for our community. We also received expert and dedicated support from the Office of the County Attorney that continues to be indispensable to our efforts.

Aries Development Corporation

It is our understanding that with one exception, Aries Development Corporation, all other Interested Parties had reached agreements acceptable to the Playhouse board. The April 9, 2012 memorandum to the Board detailed our analysis of the Aries claim. We noted that Aries claimed \$997,848 in expenses for advances made pursuant to its agreement with the Playhouse and that \$766,607 was owed to the Playhouse for three years of unmet monthly payments for operation of the Playhouse parking lot by Paradise Parking, an affiliate of Aries. This situation resulted in an initial brokered offer of \$250,000 to Aries. Since that time, staff has met with representatives of Aries and the Playhouse's board to make every effort to help resolve the remaining issues. In addition, we have emphasized repeatedly the importance of receiving satisfactory documentation to substantiate Aries' settlement requests.

At Aries' request, on June 27, 2012, I met with representatives from Aries, representatives of the Playhouse's board, and the City of Miami to hear a presentation by Aries and associates on a new development concept for the Playhouse site. This represented an effort by Aries to revive and revise the development agreement between Aries and the Playhouse board. The proposal included the introduction of a proposed new financial partner and a plan to construct a 200-unit rental housing project, retail storefronts, underground parking and a theater on the site. Although this was not consistent with the Board's approved direction for the County to acquire the property from the Playhouse, we indicated to the parties that we were open to other solutions that could resolve the outstanding issues and achieve our goal of developing a regional theater on the site. On June 29, 2012, the board of directors of the Coconut Grove Playhouse issued a letter to Aries outlining its position (attached) and on July 18, 2012, legal counsel for Aries responded (attached). Ultimately, the board of directors of the Coconut Grove Playhouse rejected this new development option and reiterated its commitment to transfer the property to the County.

We continued, unsuccessfully, to pursue possible, mutually acceptable options for resolving the issues between Aries and the Playhouse board. On July 23, 2012, Aries communicated an offer to the County that included a request for \$600,000, the Bicycle Shop property and control of the surface parking lot until the County broke ground on the theater project. On July 25, 2012, we conveyed our interest in supporting a settlement between Aries and the Playhouse board that included \$600,000 and the continued operation of the parking lot until the County provided notice of beginning site work for the theater project. We continued to emphasize that Aries must provide substantiation of its claims before any offer could be finalized to be brought to the Coconut Grove Playhouse board for approval and, ultimately, to our Board for approval to purchase the property from the Coconut Grove Playhouse.

Florida Department of Environmental Protection and the Property Reverter

In a letter dated September 10, 2012, the State of Florida Department of Environmental Protection (DEP) notified the board of directors of the Coconut Grove Playhouse that it had thirty days to cure violations of the deed restriction or the property would immediately revert to the State (letter attached). The letter stated, "The extended closure of the Playhouse, its disrepair and a commercial parking venture providing a surface parking lot for use by people who are not customers of the Playhouse all constitute violations that have caused this notification." (*emphasis added*)

Consequently, we contacted representatives of DEP for clarification of its position regarding commercial parking, since continuation of this activity was an element of the outstanding offer between Aries and the

Playhouse. The State informed us that continuation of commercial operation of this parking lot would not be an allowable part of an agreement and that the State would expect a share of the parking revenue if and when the County took possession of the property and continued operation of the parking. In addition, the State indicated that it also would require a share of revenue from any future commercial activity on the site (parking, retail, etc.), even if that activity's purpose was to generate revenue wholly committed to helping support non-profit theater on the site. We have requested that the State reconsider this position and we have expressed our lack of interest in pursuing acquisition of the property under these "revenue sharing" conditions.

Final Efforts to Reach an Agreement with Aries

On September 24, 2012, we met with Aries' legal counsel who provided us with documentation which purported to support expenditures and other costs incurred by Aries on behalf of the Playhouse and cash advances from Aries to the Playhouse totaling \$1,062,695 (the amount already reported to us in April 2012 with additional compound interest to September 30, 2012). Further, at this time Aries introduced another \$529,687 of newly claimed expenses that were not accompanied by any substantiation. At that meeting, we informed Aries of the State's communication disallowing the continuation of parking as part of a settlement agreement and after more discussion, informed Aries' representative that subject to their providing adequate substantiation, we would support an agreement between Aries and the Playhouse that included a payment of \$350,000 and the conveyance of the Bicycle Shop property, which was estimated by Aries to be valued at \$200,000 to \$300,000. We urged Aries to proceed as quickly as possible with providing us with satisfactory documentation to support the approximate \$550,000 to \$650,000 value of this offer, given the impending State deadline for reverting the property. Ultimately, this offer was not accepted by Aries. In addition, the documentation sent to us by Aries was reviewed and considered incomplete and in part, unsatisfactory for substantiating their claims. Aries' legal representative informed us that if the County ultimately acquired the property from the State, Aries would consider suing the County to pursue its claims.

Coconut Grove Playhouse Board of Directors

On October 2, 2012, the board of directors of the Coconut Grove Playhouse met and voted unanimously to revert the property to the State. An October 9, 2012 letter from the Playhouse board to the Florida Department of Environmental Protection conveyed the Playhouse board's position and its action (letter attached). It is our understanding that on October 12, 2012, the State of Florida took possession of the Coconut Grove Playhouse property.

It is important to acknowledge the efforts of the board of directors of the Coconut Grove Playhouse to work cooperatively with us to find a solution to convey the property to the County so that great regional theater could be returned to our community. These individuals worked tirelessly and to the best of their limited resources to protect this historic, community asset and to establish a future course for the Playhouse that again, would offer great theater experiences to the public. In the course of this work, the Playhouse board was able to find a safe home for the contents of the building. The Playhouse's important papers and records are now in the library of the University of Miami where these materials will be preserved, digitized and made available to the public. This collection complements an already established archive of Coconut Grove holdings in the library of the University of Miami. In addition, the Playhouse's repository of props, costumes and specialized theater equipment are now being safely stored by Actors' Playhouse, a non-profit theater company, who will use these materials to benefit the public through their mainstage and educational programs.

Status Report on the Current Situation

Staff has communicated with representatives of the Florida Department of Environmental Protection (DEP) and received the following update:

- DEP is negotiating a lease with the current parking operator, Paradise Parking, so that operation of the surface parking lot does not lapse. It is our understanding that DEP will receive a percentage of the revenues generated by this commercial parking operation.
- The State will do a title commitment search and an appraisal as part of its due diligence to determine the future operator and/or owner of the property.
- According to the DEP, the State must first offer the property to a State university, college, or State agency.
- If none of these entities demonstrate an interest in the property, it will be offered to the County for purchase at its appraised value. If the County were to purchase the property, the State would no longer have interest in revenue sharing since the property would belong solely to the County without restrictions.
- If the County declined to purchase the property, it would then be offered for purchase to the City.

We have informed the State of our understanding that the previous operator of the Playhouse's parking lot, Miami Parking Authority, also would be willing to talk with the State regarding operation of the surface parking lot.

It is our understanding that the State's position is that upon reverting the property, the title returned to its "original" free and clear status at the time that the property was deeded to the Coconut Grove Playhouse. Consequently, the reverted property is no longer encumbered by the remaining liens and claims.

We remain interested in acquiring the Coconut Grove Playhouse property for developing a regional theater with the following prerequisites: 1) the title is free and clear; 2) there is no cost to the County for the acquisition from the State other than closing expenses; and 3) there are no revenue sharing conditions imposed on the County and/or on the non-profit theater company that will operate the Playhouse in order to be able to utilize these revenues to ensure the theater's operational and programming viability for the benefit of the public.

Preliminary Outlook on Options to Return Great Regional Theater to our Community

It is important to re-emphasize that the primary goal of all of our efforts to help resolve the issues around the Coconut Grove Playhouse property was to return great regional theater to our community. Throughout our efforts, none of the funding allocated for accomplishing this goal - \$5 million of Convention Development Tax bond funds and \$15 million of Building Better Communities-GOB funds - has been utilized and remains available to help us achieve our goal.

The Essential Role of a Regional Theater

Since the closing of the Playhouse more than six years ago, our community has been without a flagship theater company. This negatively affects our growing reputation as an international cultural center and just as importantly, weakens our position as a place where talented theater professionals – actors, directors, theater technicians and designers, and others – can find enough work to make a living. A regional theater helps to create the critical mass necessary to help sustain hundreds of jobs in a community. It offers a wide

range of theater from the classics to new work, it collaborates with and helps support other area theater companies, and provides educational and outreach programs essential to ensure that great theater is available and affordable to audiences of all ages, backgrounds and means.


GableStage

It also is essential to point out that over the past five years, we have worked closely with GableStage, one of the Southeastern United States' most celebrated theater companies, as an integral part of our plan to operate and program a new playhouse. GableStage is an award-winning theater company that has demonstrated both the financial and operational stability and the artistic excellence to become our community's regional theater company, given an appropriate "home" to grow into this important role. While the Biltmore Hotel continues to be a patient and generous landlord for GableStage, it must be noted that the current lease is month-to-month. We are committed to continuing to work with GableStage to help them achieve a permanent home that can facilitate their evolution into our community's flagship regional theater company.

We will continue to update the Board on the State's activities regarding the Playhouse property and options that may be available to the County. We also will report on our ongoing work with GableStage and that can help us return great regional theater to our community as soon as possible.

Attachments: April 9, 2012 Coconut Grove Playhouse Update Memorandum
June 29, 2012 Coconut Grove Playhouse Letter
July 18, 2012 Coffey Burlington Letter
September 10, 2012 Florida Department of Environmental Protection Letter
October 5, 2012 Coconut Grove Playhouse Letter

- c: Representative Carlos Lopez-Cantera, Florida House of Representatives ✓
Mayor Tomás Regalado, City of Miami ✓
Commissioner Marc Sarnoff, City of Miami ✓
Secretary Herschel T. Vinyard Jr., Florida Department of Environmental Protection ✓
Al Dougherty, Deputy Secretary, Florida Department of Environmental Protection ✓
Clay Smallwood, Director, Division of State Lands, Florida Department of Environmental Protection ✓
R.A. Cuevas, Jr., County Attorney ✓
Shelly Spivack, Chairman, Coconut Grove Playhouse Board of Directors ✓
Johnny Martinez, City Manager, City of Miami ✓
Joseph Adler, Producing Artistic Director, GableStage ✓
Steven Weinger, Chairman, Board of Directors, GableStage ✓
Henry Pino, Strategic Properties Group ✓
Gino Falsetto, Aries Development ✓
David Freedman, Coffey Burlington
Lisa M. Martinez, Senior Advisor, Office of the Mayor ✓
Michael Spring, Director, Department of Cultural Affairs ✓




Lisa M. Martinez
Senior Advisor to the Mayor

Memorandum



Date: April 09, 2012

To: Honorable Chairman Joe A. Martinez
And Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Coconut Grove Playhouse Update

We are pursuing the action steps that were outlined in the memorandum and letters distributed to the Board on March 29th and have significant progress to report. In summary, the following is a status report:

- Henry Pino has accepted the offer of \$275,000 outlined in my letter to him of March 29th, subject to BCC approval
- It is our understanding that the City of Miami City Manager has expressed a commitment to suspend the foreclosure proceedings on the Playhouse for 30 days (this extension would be through mid-April);
- On April 2nd, we received a letter from the Florida Department of Environmental Protection (DEP) stating that DEP staff will not recommend that the State exercise its reverter option on the property if our projected June deadline for the property conveyance is met (letter attached);
- Work on assessing the contents of the Playhouse for donation to a major local university is underway; and
- In our meeting with representatives Carrollton School of the Sacred Heart on April 2nd, they indicated that they would talk with their board of directors about exploring the possibility of identifying the resources for the development of a second, studio theater on the Playhouse property for educational purposes. We previously reported Ransom-Everglades' strong interest in working with us and others to construct a parking garage on the Playhouse site that could serve the theaters, educational institutions and businesses in the Grove.

It is important to point out that after our most recent meeting with representatives of Aries Development Corporation, they have not agreed to the offer made in my March 29th letter to them and we have not made progress on reaching a settlement. This is the most significant issue jeopardizing the timetable that we are pursuing to resolve the title issues and expedite the conveyance of the property to the County.

The account that follows provides more background on these issues:

Aries Development Corporation

In my letter of March 29th to Aries Development Corporation, we provided explanations for our rejection of two of the three options that Aries proposed for resolving their issues: 1) conveying more of the Playhouse's property to Aries; and 2) the County's assuming the Playhouse's agreement with Aries for commercial development of the Playhouse property. The third option offered by Aries was a cash payment of approximately \$2.1 million to \$2.35 million that included Aries' proposal that the County acquire additional property that Aries had purchased "behind" and contiguous to the Playhouse on Charles Street; Aries placed the cost for the County's purchase of this property at approximately \$1.75 million. In my letter of March 29th to Aries, we rejected the proposition of our buying the additional property based on our concern that this would compromise our ability to accomplish the improvements

necessary for returning great theater to this site. This additional property is not necessary for us to achieve this goal.

Consequently, this left approximately \$997,848 in Aries-claimed expenses for "advances" made as part of their agreement with the Playhouse. Upon further review of the Aries-Playhouse agreements, it came to our attention that through a lease agreement to operate parking on the Playhouse site, the Aries group, through Paradise Parking, had committed to making \$20,000 per month payments to the Playhouse. The Playhouse informed us that no payments had been made to them pursuant to this agreement for almost 3 years (preceded by one year of only partial rent payments). This unmet obligation by Aries would amount to \$766,607 (if no interest is calculated on these unpaid amounts). Consequently, it is the Playhouse's position that most of its debt to Aries (i.e., \$997,848) is met by these monies owed to the Playhouse by Aries (i.e., approximately, \$766,607 for the parking operation plus interest on this amount and other Playhouse development costs). Aries has countered that their expenses for operating parking and the revenues that have been generated resulted in insufficient proceeds to make these payments. Aries' claim for funds and the Playhouse' response that the debt is addressed by parking "rent" owed by Aries are previously-held positions. The offer of \$250,000 to Aries in my letter of March 29th to them was made in an effort to provide a catalyst to resolve this matter.

In our meeting of March 13th with representatives of Aries, we requested financial documentation regarding their parking operations on the Playhouse site; on March 21st, we received a one-page, unaudited spreadsheet from Aries listing "Profit and Loss 2007 through 2011" for their Playhouse parking operation. In preparation for our follow-up meeting with Aries, we reviewed the terms of the lease agreement for parking between Paradise Parking and the Playhouse. In my staff's meeting on April 5th with Aries representatives Rick Kalwani and Bernard Zyscovich, we pointed out the following terms of this agreement:

- The \$20,000 per month payments for parking to the Playhouse were not reliant on Paradise parking's expenses and/or revenues from this parking operation; by the lease agreement, they were obligated to make these payments to the Playhouse regardless of the cost of doing business; and
- The lease agreement for parking explicitly states that Paradise Parking had full financial responsibility for covering the expenses for operating parking on the Playhouse site and at the same time, they were responsible for making \$20,000 per month payments to the Playhouse.

At our April 5th meeting with Mr. Kalwani and Mr. Zyscovich, they claimed that Paradise Parking had made \$430,150 in "rent" payments to the Coconut Grove Playhouse pursuant to their lease agreement to operate parking on the Playhouse site. We have requested cancelled checks from Mr. Kalwani to substantiate these payments, no later than Tuesday, April 10th and Mr. Kalwani has agreed to provide us with this information as soon as possible. At the same time, at our request, the Playhouse board of directors has provided us with documentation that they have received only \$313,393 of the \$1,080,000 in parking lease payments owed to them to date from Aries. If one were to accept Aries' claim that \$997,848 is owed to them by the Playhouse and the Playhouse's account that it is owed \$766,607 in unpaid lease payments from Aries (without the interest calculation on the unpaid balance and without other Playhouse-claimed development costs), the difference, \$231,241, would be addressed by the \$250,000 settlement offer made to Aries. My staff reports that at the conclusion of their April 5th meeting, representatives of Aries mentioned that they were considering the option of litigation to pursue their interests.

Henry Pino / Strategic Properties Group

At our first meeting with Mr. Pino on March 19th, he presented us with an outline of \$571,000 of unreimbursed Playhouse costs for his company Strategic Properties Group (SPG), including a deposit,

Honorable Chairman Joe A. Martinez
And Members, Board of County Commissioners
Page 3

architectural and legal fees, and interest accrued pursuant to SPG's loan agreement with the Playhouse. At our follow-up meeting on March 30th, Mr. Pino agreed to accept the offer of \$275,000 as a complete and final settlement of this matter and as an expression of his continued interest in facilitating the return of great theater to the Playhouse.

City of Miami

Although we have not yet had a formal response to my letter of March 29th to Mayor Regalado, I have met again on March 29th with Commissioner Marc Sarnoff who continues to express support for our efforts to help the Playhouse clear the title of the property so that it can be conveyed to the County. It is important to reiterate that we will need the City's cooperation with:

- Ceasing the foreclosure proceedings on the property;
- Stopping citations on the property for code violations and working cooperatively with us to help address the property issues giving rise to these violations; and
- Resolving the outstanding City fines and penalties.

We are appreciative of City Manager Johnny Martinez's commitment to suspend the foreclosure proceedings and we look forward to receiving a response from the City regarding all of these pending issues.

State of Florida

While the April 2nd letter from DEP regarding the State's position on the reverter provision is encouraging, it is important to point out that this letter represents a staff position in regard to their eventual recommendation to the Board of Trustees of the Internal Improvement Trust Fund (BOT). Absent an additional binding document, there is no binding agreement from the BOT that they will not exercise the reverter provision. Thus, absent same, this is a business risk to be considered prior to the expenditure of County funds, in advance of the property's conveyance to the County.

Actions Required in April

In conclusion, please note that my March 29th update report to you outlined the following actions that must take place this month to maintain our aggressive timetable for this project:

- **Action Required:** Stakeholders (Aries Development Corporation and Henry Pino) agree to settlement offers from the Playhouse board via County staff.
- **Action Required:** City of Miami confirms to County that existing foreclosure proceedings have been dismissed, and all other existing liens, fines and citations are resolved.
- **Action Required:** State Department of Environmental Protection provides the County with appropriate assurances regarding the reverter.
- **Action Required:** Playhouse board finalizes an agreement with major, local university to inventory, remove and archive materials inside the Playhouse.

Attachment

c: Representative Carlos Lopez-Cantera, Florida House of Representatives
Honorable Tomás Regalado, Mayor, City of Miami
Honorable Marc Sarnoff, Commissioner, City of Miami
Secretary Herschel T. Vinyard Jr., Florida Department of Environmental Protection

Honorable Chairman Joe A. Martinez
And Members, Board of County Commissioners
Page 4

Clay Smallwood, Director, Division of State Lands, Florida Department of Environmental Protection

R.A. Cuevas, Jr., County Attorney

Lisa M. Martinez, Senior Advisor, Office of the Mayor

Michael Spring, Director, Department of Cultural Affairs

Shelly Spivack, Chair, Coconut Grove Playhouse Board of Directors

Johnny Martinez, City Manager, City of Miami

Henry Pino, Strategic Properties Group

Gino Falsetto, Aries Development

Rick Kalwani, Aries Development

Bernard Zyscovich, Aries Development

Ellen Mocerri, Head of School, Ransom-Everglades School

Sister Suzanne Cooke, Head Mistress, Carrollton School of the Sacred Heart



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

April 2, 2012

The Honorable Carlos A. Gimenez
Mayor, Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street
29th Floor
Miami, Florida 33128-1930

RE: Coconut Grove Playhouse

Dear Mayor Gimenez:

As you are aware, the Florida Legislature enacted a law in 2011 that will require any lands that have been conveyed with reversionary language by the Board of Trustees of the Internal Improvement Trust Fund (BOT), to do so at the BOT's option if not used for the purpose for which it was conveyed within 3 years. This law went into effect on June 17, 2011. As staff to the BOT, we are encouraged by your March 29, 2012 memorandum to the Honorable Chairman Joe A. Martinez and Members of the Miami-Dade Board of County Commissioners, which outlines an action plan for the County to be able to vote to accept the title to the Coconut Grove Playhouse by June of 2012. We, as staff to the BOT, will not recommend that they exercise the option for the property to revert to BOT ownership if the projected June deadline is met and the Coconut Grove Playhouse is conveyed to the County for use as a playhouse.

Sincerely,

Clay Smallwood
Director
Division of State Lands

CS/sw



June 29, 2012

Mr. Gino Falsetto

Dear Gino,

Jorge Luis Lopez, board member of the Coconut Grove Playhouse, has provided me a report of the meeting that was held in his law office on Wednesday June 27, with you, Mayor Carlos Gimenez and his Senior Advisor Lisa Martinez, Commissioner Marc Sarnoff and his Chief of Staff Ron Nelson, Bernard Zyscovich, Art Noriega, Michael Spring, Debra Hermann, Monica Rizo, David Freedman and Clark Butler.

Mr. Lopez has forwarded your request that the board of directors of Coconut Grove Playhouse meet to consider your new development plan to include an approximately 600-seat theater, 200+ rental apartment units, and underground parking. We will, of course, consider any proposal that is reasonably put before us to restore theatre to the site, which is, and has always been, our primary and stated goal. However, over the last three years you have put before us a number of similar proposals, none of which has resulted in any progress primarily due to funding issues.

Further, the board remains concerned by the continued default in parking payments by your affiliate organization Paradise Parking, through the lease agreement which is part and parcel to the 2008 development agreement. We would ask that the default be cured before entering into any further discussions of possible development arrangements. In the meantime I would note that as described to me, the plan that was presented lacks considerable detail necessary in order for the board to have a thoughtful discussion once the default is resolved. That includes:

- Detail on the respective roles and responsibilities of the Playhouse and your team for the development of the project and management the resulting apartment complex, retail and parking garage;
- Capital budgets that demonstrate the feasibility of the project as you describe it and a delineation of the specific costs intended to be covered by the private financing and the public funding committed to the theater;
- Supporting details for the "568-seat theater with stage, 4,574 square-foot lobby, pro rata portion of pedestrian plaza improvements and 150 parking spaces" (why the other front and back of house spaces required for a theater are not included, how this specific building program supports the designated operator of the theater, and your working assumptions that demonstrate how the capital cost estimates fall into the range of committed County funding);



- A building program or cost model to substantiate the \$55 million estimate for the portion of the development to include the apartments and artist lofts, parking, retail space and pro rata share of pedestrian plaza improvements; and
- Specifics regarding the "financial model" which is stated to result in \$190,000 to \$220,000 in annual lease payments in support of the theater.

As you are aware we have publicly committed to transfer the Coconut Grove Playhouse property to Miami-Dade County and have been working to resolve all encumbrances to the land in order to affect the conveyance. The board takes the commitment it has made to the County seriously, and at this juncture would require that default on the parking lot be cured; that you address satisfactorily all of the outstanding and unfulfilled commitments in the development agreement; and that the above information be detailed and furnished to us prior to active consideration of a new proposal. As time is of the essence, we respectfully request that these conditions be met as soon as possible and no later than noon on July 20, 2012.

Sincerely,

Shelly Spivack
Chair, Board of Directors
Coconut Grove Playhouse

c: Mayor Carlos Gimenez
Commissioner Marc Sarnoff
Jorge Luis Lopez
Vincent F. Post Jr.
Lisa Martinez
Michael Spring
Ron Nelson
Gabe Nieto



COFFEY BURLINGTON

Email: kcoffey@coffeyburlington.com

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OFFICE IN THE GROVE, PENTHOUSE
2699 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33133
T: 305.858.2900 F: 305.858.5261

July 18, 2012

Ms. Shelly Spivak
Coconut Grove Playhouse Board of Directors

**Re: Coconut Grove Playhouse – Aries Development Corporation (“Aries”);
Metropolitan Miami-Dade County (the “County”)**

Dear Directors:

As you may know, this firm represents Aries Playhouse Development LLC in regard to the Development Agreement. In recent weeks, there have been several meetings, attended by numerous interested persons, regarding the redevelopment, the site plans prepared by architect Bernard Zyscovich, and finances. By letter of July 9, 2012, Aries advised that you would soon be receiving from the financial development partner – City Centre/Steeprock Capital – pro formas, financial models and other materials for your review and analysis. It is anticipated that these materials will be distributed to you on or about July 24, 2012.

By this correspondence, we are asking that one or more of you as a Director exercise the authority to call a meeting of the full Board to meet with Aries, Mr. Zyscovich, and the representative of City Centre/Steeprock to discuss all issues relating to the redevelopment of the site, including the layout, the funding, and the schedule for re-opening a regional theater on the site. We are making our offices available to host the meeting and will be pleased to schedule it upon advice from you as to appropriate dates and times which work for the Board members.

We look forward to hearing back from you, and the convening of a meeting with the Board.

Cordially,


Kendall Coffey

Via email

cc: Mayor Carlos Gimenez
Commissioner Marc Sarnoff
Jorge Luis Lopez
Vincent F Post
Lisa Martinez
Michael Spring
Ron Nelson
Gabe Nieto
The Honorable Carlos Lopez Cantera
The Honorable Xavier Suarez
Raquel Regalado
Lilia Garcia



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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Secretary

September 10, 2012

Ms. Rachelle Spivack, Chairman
The Coconut Grove Playhouse, Inc., Managing Member
Coconut Grove Playhouse, LLC
3500 Main Hwy.
Coconut Grove, Florida 33133

Re: Deed No. 31175

Dear Ms. Spivack:

In June 2004, the Governor and Cabinet sitting as the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) conveyed property in Deed No. 31175 to the Coconut Grove Playhouse, LLC (CGP) to be used specifically for theatre, theatrical productions, theatrical education or related arts uses, and uses supporting same as currently permitted under the Playhouse Sublease (the Restriction).

This letter is written to provide you with formal legal notice that pursuant to the terms and conditions of Deed No. 31175, the Coconut Grove Playhouse, LLC is in violation of the deed Restriction. The Restriction provides the CGP 30 days to cure the violations and to notify the Board of Trustees that the violations have been cured or the Coconut Grove Playhouse (Playhouse) shall automatically and immediately revert to the Board of Trustees.

The extended closure of the Playhouse, its disrepair and a commercial parking venture providing a surface parking lot for use by people who are not customers of the Playhouse all constitute the violations that have caused this notification.

Since closure of the Playhouse in 2006, the Department of Environmental Protection has worked with you, the County and the City with the ultimate goal for the CGP to regain its momentum and successfully elevate this historical Coconut Grove landmark to its prominence in the theatrical world. In fact, in early 2010 a former DEP deputy secretary made this issue a priority which included a trip to Coconut Grove to personally meet with the CGP and local governmental officials. His discussions and the Department's support were documented in a letter dated May 21, 2010, to the City of Miami's attorney following his return to Tallahassee.

Ms. Rachelle Spivack, Chairman
September 10, 2012
Page 2

If you have questions, please feel free to contact me at 840-245-2043 or via email at Al.Dougherty@dep.state.fl.us or Sandra Stockwell, Deputy General Counsel, at 850-245-2199 or via email at Sandra.Stockwell@dep.state.fl.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Al Dougherty", with a stylized flourish at the end.

Al Dougherty
Deputy Secretary

AD/es

Enclosure: Deed

cc: The Honorable Rick Scott, Governor
The Honorable Pam Bondi, Attorney General
The Honorable Jeff Atwater, Chief Financial Officer
The Honorable Adam Putnam, Commissioner of Agriculture
The Honorable Carlos Lopez-Cantera, Florida House of Representatives
The Honorable Carlos Gimenez, Mayor, Miami-Dade County
Herschel T. Vinyard Jr., Secretary, DEP
Sandra Stockwell, Deputy General Counsel, DEP

TFI Cover Sheet

DM ID _____

Document Type: Trustees of the Internal Improvement Trust Fund Instruments

Instrument: ☐ Deed ☐ Lease ☐ Easement ☐ Permit ☐ Management Agreement

☐ Use Agreement ☐ Disclaimer ☒ Quitclaim ☐ Dedication ☐ Release

☐ Acts of Legislation ☐ Other

Instrument Number: 31175

Extension: 000

File Number: 0000

Document Date: 16-28-2004

Consideration:

Water Body: _____

Reservations / Reverter: 11/24

Original County: Greene

Section: 21

Township: 54 S

Range: 41E

Total Area / Area Unit: 2.52 (A) Acreage (S) Square Feet

Comments:

The information on this page was collected during the prep phase of scanning and is an aide for data entry. Please refer to the document for actual information.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

QUITCLAIM DEED

Deed Number 31175

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA is by Section 253.03, Florida Statutes, authorized and empowered to convey certain lands under the terms and conditions set forth herein; and,

NOW, THEREFORE, the undersigned BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, as "GRANTOR", pursuant to Chapter 2003-394, Section 7, Laws of Florida (2003), and under authority of Section 253.03, Florida Statutes, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations, to it in hand paid by COCONUT GROVE PLAYHOUSE, LLC, a Florida limited liability company, as "GRANTEE," has remised, released, conveyed and quitclaimed, and by these presents does remise, release, convey and quitclaim unto GRANTEE, its successors and assigns forever, all the right, title, interest, claim and demand which GRANTOR may have in and to the following described lands in Miami-Dade County, Florida, a portion of which is identified as the "Playhouse Property" in Exhibit "A" and a portion of which is described as the "Bike Shop Property" in Exhibit "A", to-wit:

(See Exhibit "A" attached)

This quitclaim deed is granted subject to the following, viz:

1. This conveyance is subject to the terms of that sublease entered into on January 27, 1982, by and between the State of Florida, Department of State, as Landlord, and The Coconut Grove Playhouse, Inc., a Florida not for profit corporation, formerly known as Players State Theatre, Inc., as Tenant, recorded in Official Records Book 14493, at Page 161 of the Public Records of Miami-Dade County, Florida, as amended by Modification of Sublease

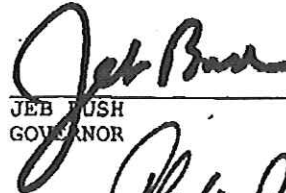
dated July 24, 1985 and recorded in Official Records Book 14493, at Page 179 of the Public Records of Miami-Dade County, Florida; and as amended by Second Modification to Lease Agreement dated December 8, 1989 and recorded in Official Records Book 14493, at Page 147 of the Public Records of Miami-Dade County, Florida (the "Playhouse Sublease").

2. Pursuant to the Memorandum of Understanding dated March 21, 2003, by and between The Coconut Grove Playhouse, Inc., a Florida not-for-profit corporation, and the State of Florida Department of State, a copy of which is attached hereto as Exhibit "B" and by reference made a part hereof, the Playhouse Property shall only be utilized for theatre, theatrical productions, theatrical education or related arts uses and uses supporting same as currently permitted under the Playhouse Sublease (the "Restriction"). If the Playhouse Property is used for any other purpose in violation of the Restriction, which violation is not cured within thirty (30) days after written notice from GRANTOR to GRANTEE, or such longer period of time if violation, by virtue of its nature, cannot reasonably be cured within such thirty (30) day period, provided GRANTEE commences the curative action within the thirty (30) day period and diligently pursues the cure until completion, then, in such event, the Playhouse Property shall automatically and immediately revert to GRANTOR, its successors and assigns without further notice to GRANTEE or its successors and assigns, and GRANTEE, its successors and assigns shall forfeit all right, title and interest in and to the Playhouse Property. It is specifically acknowledged that the Restriction and reverter provisions of this deed do not affect the Bike Shop Property.

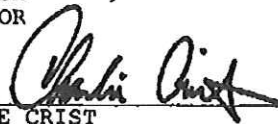
TO HAVE AND TO HOLD the above-described lands subject to all outstanding easements, reservations and other interests.

IN TESTIMONY WHEREOF, the members of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA have hereunto subscribed their names and have caused the official seal of said BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA to be hereunto affixed in the City of Tallahassee, Florida, on this 28th day of June, A.D. 2004.

(SEAL)
BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE
OF FLORIDA



JEB BUSH
GOVERNOR



CHARLIE CRIST
ATTORNEY GENERAL

TOM GALLAGHER
CHIEF FINANCIAL OFFICER



CHARLES H. BRONSON
COMMISSIONER OF AGRICULTURE

As and Constituting the BOARD
OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

APPROVED AS TO FORM
AND LEGALITY

By: 
DEP Attorney

133631

EXHIBIT "A"

LEGAL DESCRIPTION

PLAYHOUSE PROPERTY

PARCEL I. Lots 1 and 2 of Engle Subdivision according to the Plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida.

PARCEL II. Beginning at the intersection of the agreed Westerly line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 54 South, Range 41 East, with the Northerly right of way line of Charles Avenue (formerly Evangelist Street) according to the Plat of Frow Homestead as recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida; thence South 89 degrees 56 minutes 00 seconds East along said right of way line for 150.76 feet to its intersection with the Northwesterly right of way line of Main Highway; thence North 28 degrees 49 minutes 45 seconds East along said right of way line for 83.04 feet to a point on the Southwesterly right of way line of a former 14.12 foot alley lying Southwesterly of and adjacent to Lots 75 through 80 of the DeHadville subdivision according to the Plat thereof as recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida; thence North 45 degrees 01 minutes 30 seconds West along said right of way line of 12.519 feet to the most southerly corner of Engle Subdivision according to the Plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida; thence North 28 degrees 49 minutes 45 seconds East along the Southerly boundary of the said Engle Subdivision being also the Northerly right of way line of Main Highway for 2.65 feet to a point of curvature of a circular curve concave to the South and having a radius of 745 feet; thence Easterly along said curve through a central angle of 0 degrees 17 minutes 00 seconds for 3.68 feet to the center line of the aforementioned alley; thence North 45 degrees 01 minutes 30 seconds West along the center line of said alley for 124.21 feet to the intersection of said center line with the Northwesterly boundary line of Tract B of said Engle Subdivision; thence South 44 degrees 58 minutes 30 seconds West for 7.05 feet to a point on the Southwesterly boundary of Lot 2 of said Engle Subdivision; thence North 45 degrees 01 minutes 30 seconds West along the said Southwesterly boundary of said Lot 2 for 101.05 feet to a point on the arc of a circle having a radius of 25 feet and a central angle of 40 degrees 23 minutes 20 seconds and having a center which bears North 40 degrees 44 minutes 00 seconds West from said point; thence Southwesterly along said arc for 17.62 feet; thence South 89 degrees 39 minutes 20 seconds West for 5.20 feet; thence South along the agreed Westerly boundary of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 54 South, Range 41 East for 235.78 feet to the Point of Beginning, lying and being in Dade County, Florida.

PARCEL III. The East One Hundred Forty (140) feet of the North One Hundred Seventeen (117) feet and the East Fifty-two and One-Half (52.5') of Block Twenty-Nine (29), Less the North One Hundred Seventeen (117) feet of Frow Homestead according to the Plat thereof recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida.

Also Described As:

The North 117 feet of the East 140 feet AND the East 52.5 feet, LESS the North 117 feet thereof, of those certain un-numbered Lots in Block 29 as the same is shown on the amended Plat of Frow Homestead according to the Plat thereof recorded in Plat Book B at Page 106 of the Public Records of Dade County, Florida.

21
545
41E

PARCEL IV. That part of Lots 75, 76 and 77 DeHedouville's Subdivision according to the Plat thereof recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida, described as follows: Beginning at the most Southerly corner of the aforesaid Lot 75; thence run Northeasterly along the Southeasterly boundary line of said Lot 75, 43.36 feet; thence run Northeasterly parallel to the Southwesterly boundary lines of the aforesaid Lots 75, 76 and 77 to a point in the Northwesterly boundary line of said Lot 77; thence Southwesterly to the Southwest corner of said Lot 77; thence along Southwesterly line of said Lot 77, 76 and 75, to the Point of Beginning. Less a portion of said Lot 75, released for Public Highway purposes AND all that part of the alley adjacent to Lots 75, 76 and 77 as shown on Plat of DeHedouville's Subdivision as recorded in Plat Book B at Page 150 of the Public Records of Dade County, Florida.

Being the same land as conveyed by Official Record Book 9843, Page 896; and Deed Book 1566, Page 190, as recorded in the Public Records of Dade County, Florida, and in Official Records Book 10909, at Page 2755 of the Public Records of Miami-Dade County, Florida.

Exhibit "A"

BIKE SHOP PROPERTY

All, except the South or Southwest 53 feet 10- $\frac{1}{4}$ Inches of Lots 73 and 74 of DeHedouville's Subdivision, according to the plat thereof recorded in Plat Book "B" at page 150 of the Public Records of Dade County, Florida.

It is the Intent of this Instrument to convey the North or Northeast 32 feet, more or less of said Lots 73 and 74;

Less and except all that property described in Deed Book 1288, Page 197, Public Records of Dade County, Florida.

Coconut Grove Playhouse Address, City of Miami Donation, Bike Shop, Miami-Dade County

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made as of this 21st day of March 2003, by and between THE COCONUT GROVE PLAYHOUSE, INC., a not-for-profit Florida corporation (the "Playhouse") and the State of Florida Department of State, an agency of the State of Florida (the "Department of State").

RECITALS

A. In 1981 the Players State Theater, a not-for-profit Florida corporation, now known as the Coconut Grove Playhouse, Inc., conveyed the property described on Exhibit "A" attached hereto and made a part hereof (the "Playhouse Property") to the State of Florida.

B. The Board of Trustees of the Internal Improvement Fund of the State of Florida ("TIIF") leased the Playhouse Property to the Department of State (the "Department of State Lease") in April of 1981 for use as part of the Florida State Theatre Program of the State of Florida (the "State Theatre Program").

C. The Department of State subleased a portion of the Playhouse Property to the Playhouse (the "Playhouse Sublease") for the operation of the Coconut Grove Playhouse as part of the Florida State Theatre Program.

D. The Playhouse desires to become independent from the Department of State as a result of the termination of the State Theatre Program and to continue with its mission of operating a nationally known regional theatre for live performances.

NOW THEREFORE, in consideration of the foregoing, the Playhouse and the Department of State agree as follows:

1. Transfer of Title. The Department of State shall declare the Playhouse Property to be surplus to its needs and recommend to the TIIF the transfer of good and marketable fee simple title to the Playhouse Property and the adjacent bike shop property, described on Exhibit "B" attached hereto and made a part hereof, to the Playhouse (or such other not-for-profit entity designated by the Playhouse), subject to the terms of the Playhouse Sublease. The Department of State Lease will be terminated simultaneously with the transfer.

2. Reverter Provision. In recognition of the State of Florida's substantial monetary contributions of more than \$20,000,000 in appropriations since 1980, the deed shall contain a restrictive covenant requiring that the Playhouse Property only be utilized for theatre, theatrical

productions, theatrical education or related arts uses and uses supporting same as currently permitted under the Playhouse Sublease or title to the Playhouse Property would revert to the State of Florida.

3. Release of Maintenance Obligation. Simultaneously with the conveyance of the Playhouse Property, the Playhouse and the Department of State will exchange mutual releases for all matters relating to the Playhouse Sublease, including without limitation the release of the Department of State, and the State of Florida from any liability under the Playhouse Sublease relating to the maintenance of the building and improvements on the Playhouse Property (but not their successors or assigns).

4. Competitive Grants Programs. The Department of State acknowledges that the Playhouse is currently not eligible for certain competitive grants programs such as the Cultural Institutions Program funded by the Division of Cultural Affairs based upon Section 17-1.001(5)(h), Florida Administrative Code, which states: "[a] person or entity funded by the Legislature outside the review of the [Florida Arts] Council or Secretary of State shall not be eligible to receive grant support for its activities from the Division within the same fiscal year in which legislative funding is made available." Beginning with the 2003 grant application deadline, the Playhouse may apply for available competitive grants for which it is eligible such as Level 1 and Level 2 Cultural Support Grants. The next deadline for Level 3 institutions is anticipated for 2005.

5. Pending Litigation. The Department of State, and the State of Florida shall continue to fund and diligently defend the pending litigation styled Playhouse Associates, L.C. vs. Katherine Harris, as Secretary of State for the State of Florida, the State of Florida and The Coconut Grove Playhouse, Inc., Case No. 02-03029 CA-01 pending in the 11th Judicial Circuit in and for Miami-Dade County, Florida (the "Pending Litigation") until the Pending Litigation is satisfactorily resolved. The Playhouse agrees to continue to fund and diligently defend the Playhouse in the Pending Litigation until the Pending Litigation is satisfactorily resolved.

6. Approval. The parties acknowledge that the transaction contemplated by this MOU is subject to approval by the Florida Cabinet sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and all applicable statutes and rules governing the TIF.

7. Consummation of Transaction. The Department of State and the Playhouse agree to diligently proceed to seek to obtain all approvals required and execute any documents necessary to consummate the transaction contemplated by this MOU and transfer the Playhouse Property and the adjacent bike shop property to the Playhouse, as expeditiously as reasonably possible.

IN WITNESS THEREOF the parties have executed this MOU as of the date first above written.

**THE COCONUT GROVE
PLAYHOUSE, INC.**

By: 

Vincent F. Post, Jr.
Chairman

**THE STATE OF FLORIDA
DEPARTMENT OF STATE**

By: 

MAI 81212116 v3

EXHIBIT "A"

The East One Hundred Forty (140) feet of the North One Hundred Seventeen (117) feet and the East Fifty-Two and One-Half (52.50) feet of East Twenty-Nine (29) LESS the North One Hundred Seventeen (117) feet of FROM HOMESTEAD, according to the plat thereof recorded in Plat Book "A", at Page 106, of the Public Records of Dade County, Florida.

Also described are:

The North 117 feet of the East 140 feet AND the east 32.5 feet, LESS the North 117 feet thereof, of those certain un-numbered Lots Block 39 as the same is shown on the AMENDED PLAT OF FROM HOMESTEAD, according to the plat thereof recorded in Plat Book "A" at Page 106 of the Public Records of Dade County, Florida.

AND

A portion of Lot Ten (10) of HUNROE'S SUBDIVISION as per the plat thereof recorded in Plat Book "D", at Page 233 of the Public Records of Dade County, Florida, lying Northwesterly of Ingraham Highway (now known as Main Highway).

AND

A portion of Lot 2 of ENGLE SUBDIVISION, according to the plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida.

All of the foregoing being more particularly described as follows:

COMMENCE at the most Northerly corner of Lot Ten (10) of HUNROE'S SUBDIVISION, as per the plat thereof recorded in Plat Book "D" at Page 233 of the Public Records of Dade County, Florida; thence run South 00°01'06" West along the West boundary of said Lot Ten (10) for a distance of 30.00 feet to the point of intersection with the South Right-of-Way boundary of Williams Avenue, said point being the POINT OF BEGINNING of the parcel of land

hereinafter to be described; thence run South 89°56' 38" East for a distance of 4.96 feet to the point of curvature of a curve, concave to the Northwest, having a radius of 25.00 feet; thence run Southeasterly, Easterly and Northwesterly along the arc of said curve, through a central angle of 40°57' 38", for a distance of 17.35 feet to the point of intersection with the Northwesterly boundary of said Lot Ten (10), said point bearing South 40°36' 36" East from the center of said curve; thence run South 45°01' 30" East along the Northeastly boundary of said Lot Ten (10) for a distance of 6.30 feet to a point; thence run North 39°35' 12" East for a distance of 21.44 feet to a point; thence run South 45°01' 30" East along a line that is parallel to the Northwesterly boundary of said Lot Ten (10) for a distance of 60.40 feet to a point; thence run South 39°06' 36" East for a distance of 21.39 feet to the point of intersection with the Northwesterly boundary of said Lot Ten (10); thence run South 45°01' 30" East along the last described line for a distance of 172.66 feet to the point of intersection with a line that is parallel to, and 10 feet Northwesterly of, the City Monument Line on Ingraham Highway (now known as Main Highway); thence run South 38°49' 43" East along the last described line for a distance of 81.04 feet to the point of intersection with the North Right-of-Way boundary of Charles Avenue, (formerly known as Evangelist Street); thence run North 89°50' 01" West along the last described line for a distance of 150.85 feet to a point of deflection; thence continuing along the North Right-of-Way boundary of said Charles Avenue, run thence run North 00°01' 09" East for a distance of 38.41 feet to a point; thence run North 89°44' 22" West for a distance of 117.99 feet to a point; thence run North 00°03' 01" West for a distance of 117.04 feet to the point of intersection with the South Right-of-Way boundary of Williams Avenue; thence run South 89°56' 38" East along the last described line for a distance of 140.05 feet to the POINT OF BEGINNING containing 34,108 square feet, more or less or 1.242 Acres, more or less.

AND

PAGE A-2

All of Lot 1 and a portion of Lot 2 and Tract "B" of ENGLE SUBDIVISION, according to the plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida, being more particularly described as follows:

BEGIN at the most Westerly corner of Lot 2 of ENGLE SUBDIVISION, according to the plat thereof recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida, said corner being on the arc of a curve, concave to the Northwest, having a radius of 25.00 feet, said corner bearing South 40°34' 34" East from the center of said curve; thence run Northeasterly and Northerly along the arc of said curve, through a central angle of 49°05' 26" for a distance 21.42 feet to a point of tangency on the Northwestern boundary of said Lot 2; thence run NORTH along the Northwestern boundary of Lots 1 and 2 of said ENGLE SUBDIVISION for a distance of 175.01 feet to the point of curvature of a curve, concave to the Southeast, having a radius of 25.00 feet; thence run Northerly, Northeasterly, Easterly and Southeasterly along the arc of said curve, through a central angle 135°02' 00" for a distance of 58.92 feet to a point of tangency on the Northeasterly boundary of said Lot 1; thence run South 44°58' 00" East along the last described line for a distance of 224.20 feet to a point, said point being at a distance of 36.83 feet from the most Easterly corner of said Lot 2; thence run South 40°02' 00" West for a distance of 93.00 feet to a point of deflection; thence run South 32°13' 32.75" West for a distance of 95.40 feet to a point of intersection with the Southwesterly boundary of said Tract "B", said boundary being coincident with the Northeasterly boundary of Tract Ten (10) of HUNROE'S SUBDIVISION, according to the plat thereof recorded in Plat Book "DP" at Page 253 of the Public Records of Dade County, Florida; thence run North 45°01' 30" West along the last described line and the Southwesterly boundary of said Lot 2 for a distance of 73.12 feet to a point; thence run North 59°06' 36" East for a distance of 21.39 feet to a point; thence run North 45°01' 30" West for a distance of 60.40 feet to a point; thence run South 59°35' 12" West for a distance of 21.44 feet to the point of intersection with the Northeasterly boundary of said Tract Ten (10); thence run North 45°01' 30" West for a distance of 6.30 feet to the POINT OF BEGINNING, containing an area of 35,766 square feet, more or less, or 0.821 Acres, more or less.

AND

PAGE A-3

A portion of Lot 2 and Tract "B" of ENGLE SUBDIVISION, according to the plat thereof as recorded in Plat Book 66 at Page 43 of the Public Records of Dade County, Florida; AND all except the South or Southeast 53 feet 10 1/2 inches of Lots 73 and 74 De HEDOUVILLE'S SUBDIVISION, according to the plat thereof as recorded in Plat Book "B" at Page 150 of the Public Records of Dade County, Florida; AND a portion of Lot Ten (10) of MUNROE'S SUBDIVISION according to the plat thereof as recorded in Plat Book "D" at Page 253 of the Public Records of Dade County, Florida, lying Northerly of Ingraham Highway (now known as Main Highway), being more particularly described as follows:

Begin at the point of intersection of the Northerly boundary of Lot Ten (10) of MUNROE'S SUBDIVISION, as per the Plat thereof, recorded in Plat Book "D", at Page 253 of the Public Records of Dade County, Florida, with the Northerly Right-Of-Way boundary of Ingraham Highway (Main Highway), said point of intersection being the most Southerly corner of Tract "B", ENGLE SUBDIVISION, according to the plat thereof recorded in Plat Book 66 at Page 43 of the Public Records of Dade County, Florida; thence North 28° 44' 45" East along the last described line for a distance of 2.90 feet to the point of curvature of a curve, concave to the Southeast, having a radius of 745.00 feet; thence Northerly along the arc of said curve, being along the Northerly Right-Of-Way boundary of said Main Highway, being coincident with the Southeast boundary of said Tract "B", lot 2 and the portion of said De HEDOUVILLE'S SUBDIVISION, through a central angle of 14° 16' 37", for a distance of 185.66 feet to the most Easterly corner of the said De HEDOUVILLE'S SUBDIVISION parcel, said point bearing North 46° 58' 38" West from the center of said curve; thence North 64° 38' 00" West for a distance of 86.00 feet to a point; thence South 40° 02' 00" West for a distance of 91.00 feet to a point of deflection; thence South 32° 13' 32.75" West for a distance of 93.40 feet to the point of intersection with South westerly boundary of said Tract "B", said boundary being coincident with the Northerly boundary of Tract Ten (10) of MUNROE'S SUBDIVISION, according to the plat thereof recorded in Plat Book "D" at Page 253 of the Public Records of Dade County, Florida; thence South 32° 13' 33" West for a distance of 2.29 feet; thence South 28° 41' 19" East for a distance of 29.14 feet; thence South 30° 05' 27" East for a distance of 15.67 feet; thence South 28° 43' 39" West for a distance of 22.68 feet; thence South 39° 19' 33" West for a distance of 16.38 feet; thence South 30° 57' 34" East for a distance of 30.13 feet; thence North 59° 03' 43" East for a distance of 5.63 feet; thence North 29° 21' 58" East for a distance of 8.06 feet; thence North 28° 30' 24" East for a distance of 44.16 feet; thence North 35° 54' 42" East for a distance of 11.60 feet to the point of beginning, containing an area of 18,391 square feet, more or less, lying within the City of Miami, Dade County, Florida;

LESS

LEGAL DESCRIPTION
OF
D.O.S.P. ADDITIONAL PARCEL

A portion of Lots 73 and 74 De HEDOUVILLE'S SUBDIVISION, according to the plat thereof as recorded in Plat Book "B" at Page 150 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract "B" of ENGLE SUBDIVISION, according to the plat thereof as recorded in Plat Book 66 at Page 43 of the Public Records of Dade County, Florida, said corner being on the Northerly Right-Of-Way boundary of Main Highway; thence North 28° 44' 45" East, along the last described line; for a distance of 2.90 feet to the Point of Curvature of a curve concave to the Southeast, having a radius of 745.00 feet; thence Northerly along the arc of said curve being along the Northerly Right-Of-Way boundary of said Main Highway through a central angle of 14° 16' 37" for an arc distance of 185.66 feet to the Point of Beginning of the following described parcel (said point bearing North 49° 26' 32" West from the center of said curve); thence North 44° 58' 03" West parallel with the Southwesterly Right-Of-Way line of Thomas Avenue (alley) for a distance of 50.93 feet; thence North 45° 02' 00" East, along the Northerly boundary of said Lot 73, for a distance of 32.00 feet to a point, said point being on the Southwesterly Right-Of-Way line of Thomas Avenue (alley) also being the Northerly boundary of said Lot 73; thence South 44° 58' 00" East, along the Southwesterly Right-Of-Way line of Thomas Avenue (alley), for a distance of 49.17 feet to a point on the next described curve, said point bearing North 46° 58' 38" West from the center of said curve, thence Southwesterly, along a circular curve to the left (said curve also being along the Northerly Right-Of-Way boundary of Main Highway) for an arc distance of 33.03 feet to the Point of Beginning. Containing 1,683 square feet more or less, lying within the City of Miami, Dade County, Florida.

BIKE SHOP PARCEL

A portion of Lots 73 and 74 De WEDDOUVILLE'S SUBDIVISION, according to the plat thereof as recorded in Plat Book "B" at Page 150 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the most Southerly corner of Tract "B" of ENGLE SUBDIVISION, according to the plat thereof as recorded in Plat Book 64 at Page 43 of the Public Records of Dade County, Florida, said corner being on the Northwesterly Right-Of-Way boundary of Main Highway; thence North $28^{\circ}44'45''$ East, along the last described line; for a distance of 2.90 feet to the Point of Curvature of a curve concave to the Southwest, having a radius of 745.00 feet; thence Northeasterly along the arc of said curve being along the Northwesterly Right-Of-Way boundary of said Main Highway through a central angle of $11^{\circ}48'43''$ for an arc distance of 153.61 feet to the Point of Beginning of the following described parcel (said point bearing North $49^{\circ}36'32''$ West from the center of said curve); thence North $44^{\circ}58'00''$ West parallel with the Southwesterly Right-Of-Way line of Thomas Avenue (alley) for a distance of 50.93 feet; thence North $45^{\circ}02'00''$ East, along the Northwesterly boundary of said Lot 73, for a distance of 32.00 feet to a point, said point being on the Southwesterly Right-Of-Way line of Thomas Avenue (alley) also being the Northeasterly boundary of said Lot 73; thence South $44^{\circ}58'00''$ East, along the Southwesterly Right-Of-Way line of Thomas Avenue (alley), for a distance of 49.17 to a point on the next described curve, said point bearing North $46^{\circ}58'38''$ West from the center of said curve, thence Southwesterly, along a circular curve to the left having a radius of 745.00 feet and a central angle of $2^{\circ}27'54''$ (said curve also being along the Northwesterly Right-Of-Way boundary of Main Highway) for an arc distance of 32.03 feet to the Point of Beginning. Containing 1.603 square feet more or less or 0.037 acres more or less. Lying within the City of Miami, Dade County, Florida.



October 5, 2012

Mr. Al Dougherty
Deputy Secretary
Florida Department of Environmental Protection
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Dear Mr. Dougherty,

We are in receipt of your letter dated September 10, 2012. At its meeting on October 2, 2012, the Coconut Grove Playhouse board of directors voted unanimously to revert the property in Deed No. 31175 to the State of Florida.

While the restrictions included in the deed do not cite a requirement to maintain activity (rather restrict the nature of the use of the property), and while the Memorandum of Understanding between the State and Coconut Grove Playhouse contains a mutual release of any maintenance obligation of the property by either the state or Coconut Grove Playhouse, I want to emphasize that every action that we have taken has been dedicated to restoring great theater to this site and that we have done everything within our power to care for and protect this important community asset.

In September 2010 the board of the Coconut Grove Playhouse respectfully requested that the County accept a conveyance of the Coconut Grove Playhouse property. That request was made in careful consideration of the County's economic and cultural policy goals, as well as our shared definition of success. In April 2011 the Board of County Commissioners accepted a recommended course of action that would lead to the conveyance of the property to the County. The Playhouse has been able to resolve many key elements required to affect the property transfer to the County. However, due to the default of our developer and parking lot partner, and inability to come to a settlement agreement with major stakeholders we have been unable to accomplish the intended redevelopment of theater in Coconut Grove.

It is our hope that the State will continue these efforts and partner with Miami-Dade County to enable the redevelopment of the theater by accessing the \$5 million in Convention Development Tax – CDT - bond proceeds and \$15 million in Building Better Communities/GOB bond funds designated for this purpose. We recognize the support and efforts of the Department of Environmental Protection since the Playhouse closure in 2006. Coconut Grove Playhouse Board of Directors has worked tirelessly over the past five years to resolve multiple issues and, most importantly, restore great theater to South Florida. We remain committed to this outcome and pledge to provide any assistance at our disposal to ensure its success.



With respectful appreciation, and on behalf of the entire Board of Directors,

Rachelle Spivack
Chair
Coconut Grove Playhouse

cc: The Honorable Rick Scott, Governor
 The Honorable Pam Bondi, Attorney General
 The Honorable Jeff Atwater, Chief Financial Officer
 The Honorable Adam Putnam, Commissioner of Agriculture
 The Honorable Carlos Lopez-Cantera, Florida House of Representatives
 The Honorable Carlos Gimenez, Mayor, Miami-Dade County
 Herschel T. Vinyard Jr., Secretary, DEP
 Sandra Stockwell, Deputy General Counsel, DEP
 Honorable Chairman Joe Martinez and Members of the Board of County Commissioners,
 Miami-Dade County
 Board of Directors, Coconut Grove Playhouse